

1909-006 Chancery Causes: G. C. Duff vs. Jesse Anderson & wife
Lee Co.

Glass

CA - Contract Dispute
T - Property

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

Humbly complaining your orator M. N. Glass and G. C. Duff would respectfully represent and show unto your honor that heretofore to-wit on the 10th day of March, 1896, Jessee Anderson and Martha E. Anderson his wife, of Blackwater, Lee County, Virginia, executed a certified mortgage on a certain boundary of land situated on Blackwater to secure the payment of the sum of \$712.57, to become due and payable on March 10th, 1900, a copy of which said mortgage is herewith filed as part of this bill and marked as exhibit "No. 1."

Your orator would further represent and show unto your honor that on the 12th day of May, 1900, the said Jessee Anderson paid to the said M. N. Glass the sum of \$75.00, for which a receipt was given, and on the 10th day of March, 1907, the said M. N. Glass signed for valuable consideration the said mortgage to G. C. Duff, which said assignment was endorsed upon the said mortgage, and after the assignment as aforesaid on the 10th day of March, 1902, to-wit on December 4th, 1903, the said Jessee Anderson paid the further sum of \$200.00 to the said G. C. Duff, and afterwards to-wit on the 20th day of July, 1908, the said Anderson paid the further sum of \$500.00 upon said mortgage, leaving a balance due upon said mortgage of about \$216.00, which said balance is still due, owing and unpaid to your orator the said G. C. Duff.

Your orators would further represent and show unto your honor that the said Anderson has, without **just** cause, refused to pay your orator the balance of the said sum of money due upon the said mortgage as aforesaid.

The object therefore of this bill is to enforce payment of the said sum of money and the lien created thereby as against the said land to secure a personal judgement if necessary against the said Anderson for the said balance due thereon as aforesaid.

The prayer therefore of your orator is that the said J. A. and Martha E. Anderson be made parties defendant to this bill of complaint and be required to answer the same, but not under oath, answer under oath being expressly waived, that upon a hearing of this cause a decree be awarded against the said defendants directing a sale of the said tract of land and award judgement to the said G. C. Duff for the said balance due upon the said mortgage as aforesaid. That a commissioner be appointed to make sale of the said tract of land, or so much thereof as may be necessary to pay the balance due thereon, and May all other, further and general relief be granted your orator that the nature of their cause and good conscience requires. And they will ever pray &c.

Respectfully Yours p. q.

Costs:

Clk \$4.92 pd

Atty 15.00 pd

Shff 1.00 pd

\$20.92

G. C. Duffet & Co

vs. { Bill

Jessie Anderson
et al

1909 2nd Jan. Rules

Bill filed, Sp. ex-
cuted & D.N.

1st Feb'y Rules

"

D.N. confirmed &
cause set for hearing.

Hemmington Bros.

ATTORNEYS AT LAW.

JONESVILLE AND PENNINGTON GARVA.

G. C. Duff

Compliments

vs.

In Chancery

Jesse Anderson -

Defendant

On Motion of the
Plaintiff's Counsel this
Cause is stricken from
the docket.

G.C. Druff

ss. { decrease fine

John Anderson etc

Entered in C.O.B.
T. page 479.

Enter this

May 5-1909-

H. A. W. Blum

This indenture made this the 10th day of March, 1896, between Jesse Anderson and Martha E. Anderson (his wife) of Blackwater, County of Lee and State of Virginia, of the first part, and M. N. Glass of Waldens Creek, of the County of Lee, State of Va. of the second part.

Witnesseth that the said Jesse Anderson and Martha E. Anderson (his wife) for an in consideration of the sum of \$712.57, Seven Hundred twelve dollars and fifty-seven cents to them in hand paid by the said M. N. Glass, at and before the ensealing and delivery here of their receipt whereof they do hereby acknowledge, have granted, bargained, sold, delivered, released and confirmed and by these presents do grant, bargain, sell, alien, release, and confirm unto the said M. N. Glass and to his heirs and assigns all that certain tract or parcel of land situated on Blackwater aforesaid and bounded as follows to-wit: BEGINNING in the head of a deep hollow on the north side of Newman's ridge on a sugar tree and ash corner, thence N. 77 W. 30 poles to a sugar tree in said hollow, thence N. 44 W. 21 poles crossing the creek to a rock on the foot of a hill, thence N. 3 E. 14 poles to a bunch of chestnuts. Thence N. 4 E. 19 poles to a rock, thence N. 9 W. 14 poles to a cedar on the bank of a branch. Thence with said branch N. 27 W. 18 poles to a beach, thence N. 2 E. 16 poles to a dogwood on the west bank of said branch and with the same N. 19 W. 18 poles to a chestnut-oak sourwood on the bank of said hollow. Thence N. 25 W. leaving said hollow to a mashed poplar, thence westwardly to the top of the mountain, thence eastwardly with the top of the mountain to a stake on the Jesse Roberts line. Thence South 25 East down the mountain to a stump and rock, thence southwest $5 \frac{1}{2}$ poles to a stake, thence southwardly 11 poles to the creek, thence up the creek to the Newberry line, thence S. $31 \frac{1}{2}$ E. 40 poles to two poplars and a lynn. Thence S. 2 E. 78 poles to a hickory and buckeye corner to Sarah Belchers line, with said line S 66 W. 200 poles to the BEGINNING, containing 800 acres be the same more or less. It being

part of the Daniel Newberry land and a part of the seven hundred and twelve acre survey made by Jesse Roberts and a part of the Martin Sim's entry, purchased by the said Anderson with all and singular the rights and appurtenances whatsoever thereunto, belonging. To have and to hold the premises hereby granted with the appurtenances unto the said M. N. Glass his heirs and assigns forever. And the said Jesse Anderson and Martha Anderson (his wife) doth covenant and agree to and with the said M. N. Glass his heirs and assigns by these presents that they will warrant and forever defend the title to the said land herein described against all and any other person claiming the same or any part thereof. The condition of this deed is such that if the said Jesse Anderson and his wife shall on the 10th day of March, 1900, pay to the said M. N. Glass his heirs or assigns the sum of 712.57, then the above deed shall be void, otherwise the same shall remain in full force and virtue in law.

In witness thereof we hereunto set our hands and seal this the 10th day of March, 1896.

Jessee Anderson. (Seal)

Martha E. Anderson. (Seal)

J. W. Glass of the same county and State is appointed trustee in this deed by agreement of both parties.

Virginia,

Lee County, S.S.

Before me the subscribed Justice of the Peace within and for said county, personally appeared the above mentioned Jesse Anderson and Martha E. Anderson, who in due form of law, acknowledged that they did sign the above indenture as their own free act and deed. In witness whereof I have hereunto set my hand and seal this 10th day of March, 1896.

E. A. Robinett. J.P.

Virginia, Lee County, to-wit:

In the office of the Clerk of said County the 11th day of March 1896, this deed was presented and together with the certificate there- to annexed admitted to record.

Teste: S.V.F. Richmond. Clerk.

Recorded in Deed Book 32 page 305.

Cr. on or about 12th day of May, 1900, (\$75.00) Seventy-five Dol- lars for which a receipt was given.

Cr. by cash by Reg. letter \$40.00 Forty Dollars to G.C.Duff Sept. 9, 1903.

Cr. by Livesay check (\$200.00) Two Hundred Dollars to G. C. Duff December 14th, 1903.

Filed for Record March 11th, 1896. S.V.F.Richmond, Clerk.

Credit check \$500.00) Five Hundred Dollars, July 20th, 1908, to G.C.Duff.

For value received I assign the within to G. C. Duff this 10th day of March, 1902.

M.N. Glass.

BOND

24XOM BO

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*Jesse Anderson and
Martha E. Anderson*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on

the *3rd* Monday in *January*, 190*9*, to answer a bill in chancery exhibited against *them*
by G. C. Duff and M. N. Glass -

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the

day of *January*, 190*9*, and 1*33rd* year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk

_____, Clerk

G.C. Duff, et al,

VS

}

SUBPOENA
IN
CHANCERY

Jessie Anderson, et al,

Im. Pros, p. q.

To

2nd Party,

Rules

Lee Circuit

Court

1909.
Executed By Delivering
a true copy to the within
Parties this Jan 12 - 1909.

W. E. Glass, D.S.
for W. J. Tucker S.S.

G. C. Duffet

vs. { In Chancery

Jesse Anderson & Co

189.62
18.96

0.66